

# Exhibit 1

IN THE UNITED STATES DISTRICT COURT  
FOR THE EASTERN DISTRICT OF TEXAS  
SHERMAN DIVISION

KATHRYN L. BARKER,  
*Plaintiff,*

v.

UHS OF TEXOMA, INC.  
d/b/a TEXOMA MEDICAL CENTER,  
*Defendant.*

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CIVIL ACTION NO. 4:18-cv-502

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DECLARATION OF ROBIN CHENAIL

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In accordance with 28 U.S.C. § 1746, I, Robin Chenail, declare under penalty of perjury that the following is true and correct.

1. I have personal knowledge of the facts set forth in this *Declaration*, or I have knowledge of the facts based on my review and knowledge of the business records and files of UHS of Texoma, Inc. d/b/a Texoma Medical Center (“Texoma”), and I could testify to the same if called as a witness in this matter.

2. I am employed by Texoma Medical Center as its Human Resources Market Director and am the custodian of personnel records for Texoma Medical Center. Based on my job duties, I am personally familiar with Texoma Medical Center’s *Alternative Resolution of Conflicts* Agreement (“ARC Agreement”), including its arbitration requirement for all disputes affecting the employment relationship. As custodian of personnel records, I have also reviewed certain personnel records of Kathryn L. Barker.

3. Texoma Medical Center is a hospital that treats patients suffering from medical conditions. As part of its business, Texoma Medical Center transacts business across state lines, including the acceptance of Medicare payments on behalf of its patients.

4. Texoma Medical Center employed Barker as a speech pathologist from February 3, 1997, to September 21, 2017, when her employment ended.

5. Beginning in 2014, Texoma Medical Center introduced an arbitration requirement, contained in the *ARC Agreement*.

6. A true and correct copy of Texoma Medical Center's *ARC Agreement* is attached as Exhibit 2.

7. A copy of the *ARC Agreement* was delivered to Barker electronically.

8. After receiving a copy of the *ARC Agreement*, Barker completed an online course on Texoma's Healthstream learning platform called "Alternative Resolution of Conflicts" on November 27, 2013. See Exhibit 3, *Certificate of Completion*.

9. The purpose of this course was to inform Barker of the *ARC Agreement's* requirements as well as its provisions that permit employees to opt out of arbitration. See Exhibit 1 at 4 ¶ 9.

10. To opt out of the *ARC Agreement*, Barker was required to access a link for the Opt-Out Form, print the form, physically sign the form, and deliver the signed form to Human Resources. The latest date by which Barker could have opted out of the *ARC Agreement* was December 27, 2013.

11. Barker never completed any of these steps and continued her employment after receiving a copy of the *ARC Agreement*.

12. A true and correct copy of Baker's Course Learning Activities accessed, reflecting her completion of the "Alternative Resolution of Conflicts" course is attached as Exhibit 4.

I declare under penalty of perjury that the foregoing *Declaration* is true and correct.

Executed this the 24<sup>th</sup> day of September, 2018.

  
ROBIN CHENAIL